

**INSTRUCTION TO BIDDERS
TOWN OF WETHERSFIELD, CONNECTICUT 06109**

**OLD ACADEMY MUSEUM,
150 MAIN STREET, STORM DRAIN IMPROVEMENTS**

INTENT

The intent of these specifications is to obtain a contractor to construct a storm drainage collection system located at 150 Main Street, on property of the Town of Wethersfield, known as the Old Academy Museum, housing the Wethersfield Historical Society. The work includes furnishing and installing new curtain drain/drainage pipe and structures, connection to existing systems, furnishing and installing all materials necessary to complete this work, and restoration of disturbed areas. The Contractor must be prepared to start work within the specified time and have adequate labor, materials, and equipment available to dedicate to this project to insure completion within the specified time frame. The following instructions and specifications shall be observed by all Bidders:

I. GENERAL PROVISIONS

1. Place of Bid Opening

Town Hall, Finance Office, 2nd floor, 505 Silas Deane Highway, Wethersfield, Connecticut 06109.

2. Time of Bid Opening

Bid opening will be 2:00 p.m., October 20, 2011. Bids may be withdrawn 90 days after bid opening, if no award has been made.

3. Bid Return Envelope

Please clearly mark your envelope with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town prior to date specified shall be rejected. The following forms shall be submitted:

- A. Bid Form (pages C-1 and C-2)
- B. Fair Employment Practice Qualifications for Bidders
- C. Bid Bond or Certified Check as Bid Security
- D. Affidavit for Local Preference (Appendix III if applicable)
- E. Non-Collusive Affidavit
- F. Names, locations, and contact information of completed projects

4. Basis of Award

It is the Town's intent to award this Contract to the lowest responsible and qualified bidder. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame, and history of performance on previous projects. The Contractor shall have been doing business under the same name for a minimum of five years prior to October, 2011. Also, the Contractor shall have demonstrated experience for the construction or reconstruction of at least five (5) or more similar projects within the last five-year period. **Names and locations of completed projects with a contact person's name and telephone number must be furnished as part of the bid requirements.**

The Town reserves the right, for any reason and for no reason, to reject any Bid or all Bids, to negotiate with any or all bidders, to waive any informalities, irregularities or omissions in any bids received, or to afford any bidder an

opportunity to remedy any informality or irregularity if in the opinion of the Town it is in the best interest of the Town to do so.

5. Bid Security

A bid bond or certified check in the amount of 5% of bid is required to be submitted with the Bid. The Bid Security will be returned to all except the successful bidder upon award.

6. Notice of Award

Owner will give notice of acceptance of a bid to the successful bidder by mail to bidder's address stated in Bid. If, within seven (7) calendar days immediately after receipt of Notice of Acceptance of Bid, the successful bidder shall fail or refuse to deliver a Bond properly executed, Bidder's Bid and Acceptance, at option of Owner, shall become null and void. He shall forfeit to Owner, as liquidated damages for such failure or refusal, the Bid Bond or certified check accompanying this Bid, and Owner may proceed to accept another of the Bids. Contractor shall start work under this contract and shall continue to completion with all practical dispatch and regularity. The Contractor agrees to begin work within ten (10) days of the date on which he receives a written notice from the Town to proceed and he shall complete the project within the stipulated contract time.

7. Award of Contract

Owner reserves the right to reject any and all Bids, or any part of any bid, for any reason Owner deems advisable, and to award Contract or Contracts to any of Contractors bidding on work regardless of amount of Bid. It is intended that Contract or Contracts will be awarded to the lowest responsible and eligible Bidder (or Bidders) possessing skill and ability to perform the work, provided the times stated by Bidders in schedule of prices in proposals for starting and completing work are deemed advantageous to Owner's interest.

8. No Bid

Failure to return a bid will result in the removal of your firm's name from the Bid List. "No Bids" and responsive bids will result in your firm's retention on the Bid List.

9. Performance/Labor & Material Bond

A performance and labor and material bond will not be required for this project.

10. Scope of Work Change

Owner reserves the right to change the scope of the project for any reason, before or after the bid is awarded without penalty to the Owner.

11. Substitution for Named Brands

Should brand name items appear in this bid, before bidding on any item considered equal to or better than a named item, the bidder shall get written approval of the Director of Public Works.

12. Price, Discounts, Payment

Prices bid shall not include any taxes, Local, State or Federal, as the Town is not liable. In addition to the prices bid, each bidder may quote binding discounts, which will be considered in making the award. It is the practice of the Town to pay valid invoices within 30 days after receipt.

13. Time of Completion

The length of time to complete the project will be thirty (30) calendar days from date of written notice to proceed.

14. Delays

Delays for completion of work shall only be authorized by the Director of Public Works. All delays authorized by the Director of Public Works shall be in writing. Delays due to the contractor's inability to complete the work for reasons other than weather shall not be considered as authorized.

15. Prevailing Wage Scale

This Project is not subject to State of Connecticut prevailing wage laws and the Davis Bacon Act.

16. Liquidated Damages

Sum of one hundred (\$100.00) dollars is agreed upon as liquidated damages, and shall be paid by Contractor to Town for each and every calendar day in which this Contract is not completed after time stipulated for such completion, and prices shall be fixed with regard to this provision.

17. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereon or of his right, title or interest therein, of his obligations thereunder, without written consent of the Town.

18. Acceptance of Subcontractor

Submission of name of Subcontractor in Proposal shall be deemed to constitute an acceptance by Contractor, if awarded Contract of Bid, of such subcontractor. Any alteration therein, after award of Contract, shall be subject to the approval of the Town.

19. Basis of Payment

Payment for this work will be based on unit prices bid times the actual quantity of work completed and accepted except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

20. Method of Measurement

The work required will be measured for separate payment, except as noted.

21. Payments for Extra Work

Written notice of claims for payments for extra work shall be given by Contractor within ten (10) days after receipt of instructions from Owner as approved by Engineer to proceed with extra work and also before any work is commenced except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized estimate sheet showing all labor and material shall be submitted to Engineer. Owner order for extra work shall specify any extension of contract time and one of the following methods of payment:

- A. Unit prices or combination of unit prices, which formed basis of original contract.
- B. A lump sum based on Contractor's estimate accepted by Owner and approved by the Engineer.
- C. Actual cost plus 15% for overhead and profit.

22. Payment Requests, Retainage and Guarantee Period

Contractor may submit a request for payment once each month for work done and materials delivered and installed on site at the completion of each individual project. Each request for payment shall be computed from work

completed, less 5% to be retained until expiration of the guarantee period which is one year from the date of written acceptance of **all** work.

23. Insurance

The Contractor shall procure and maintain at its own expense the following insurance: (See Appendix I for a more detailed explanation of the Town's Insurance and Indemnification requirements).

Note: Insurance Certificates in accordance with the requirements contained herein must be submitted to the town prior to the signing of an agreement.

24. Non-collusive Affidavit

See attached required Non-collusive Affidavit of Proposer Form.

25. Local Bidder Preference/Local Bidder Affidavit Form

See Appendix II for Local Bidder Preference Ordinance and Appendix III for Local Bidder Affidavit Form.

26. Equal Opportunity - Affirmative Action

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. All bidders must fill out the "Fair Employment Practices for Qualifications of Bidders" form that follows. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reasons for revocation or cancellation of this contract.

27. Plans

The accompanying plans entitled **OLD ACADEMY MUSEUM, 150 MAIN STREET, STORM DRAINAGE IMPROVEMENTS** consisting of 1 sheet, Scale 1" = 20' or as noted, prepared by Wethersfield Engineering Division and dated October 2011 are a part of these specifications.

28. Provisions for Travel and Prosecution of Work

The work shall be constructed to allow for passage of 1 lane of through traffic. The Town of Wethersfield will be responsible for notifying adjacent owners of this project and its effect to their means of access during construction. Upon completion of each days work the road shall be open to two-way traffic.

II. TECHNICAL SPECIFICATIONS

1. Scope of Work

A. The contract resulting from these specifications shall include all labor, tools, equipment, and materials necessary to satisfactorily complete all work shown on the plans and in the specifications.

B. All bid items shall include all labor, equipment, and materials necessary to complete that item. Measurement of all items and payment thereof shall be based upon the quantity of each item in place and accepted multiplied by the bid price.

C. Lump sum prices shall include all labor, tools, equipment, and materials necessary to complete that item.

D. Unless otherwise noted, materials and construction methods shall be in strict accordance with the drawings and specifications that are a part of this contract, and the State of Connecticut Form 816 Standard Specifications for Roads, Bridges and Incidental Construction including latest supplements.

E. The work covered by this section of the specifications consists of furnishing all plant, labor, equipment and materials, and the control of traffic necessary to perform all operations in connection with the installation of storm drainage and roadway surface improvements including clearing & grubbing, earthwork, drainage, fencing, erosion control, connection to existing work and appurtenant work according to Town construction standards as outlined in the current Subdivision Regulations, which by reference are hereby made a part of these specifications. The project also includes connection of new to existing work. The contractor is advised other contractors and utility companies work may be in progress and the contractors shall coordinate their work.

F. The Town of Wethersfield shall provide all construction stakeout and establish all lines and grades. As Contractor requires such stakeout, 48 hours notification shall be required. Owner shall not be liable for claims for delays and losses including anticipated loss of profit, other than to allow an extension of time commensurate with the period of delay.

2. Shop Drawings

The contractor shall submit 4 copies each of submittals as required.

3. Technical Specifications

The following technical specifications are included as part of this contract.

a. Clearing and Grubbing (Lump Sum): The Contractor shall clear and grub in those areas designated for Surface Improvements, said area being defined as areas within the Limits of Work as shown on the Contract Drawings or as specified elsewhere. The Contractor shall remove and dispose of all noted trees, stumps, brush, rubbish, and all objectionable material within the Limits of Work unless otherwise specified. Included in this work shall also be the preservation from injury to or defacement of all vegetation, trees and other existing features which are to be retained and the repair of any injuries to the same as specified and/or directed by the Owner.

Prior to commencing clearing and grubbing operations, the Contractor shall walk the job with the Owner in order that trees and shrubs to be saved may be marked. All excavations made below the proposed subgrade surface by the removal of trees, stumps, etc., shall be filled with suitable material, which shall be compacted thoroughly in accordance with the provisions governing formation of embankments. All fences, railings, road signs, mailboxes, utilities, stone wall fences and ornamental and utilitarian domestic accessories, such as but not limited to, garden pools, arbors, fireplaces, sheds and incinerators within the Limits of Work shall be removed, protected, stored and reset as directed.

All wood (except elm), timber, trees and brush shall be disposed of within 15 days after cutting or felling unless otherwise approved. No tree trunks, stumps or other debris shall be felled, side cast or placed outside the Limits of Work except in approved disposal areas. Due to local ordinance, open burning is not permitted. No claims for extra compensation for such other means of disposal as may be required shall be considered. It shall be the responsibility of the Contractor to locate suitable places for the disposal outside the Limits of Work. Such sites shall be approved by the Owner in writing and acquired by the Contractor at his own expense unless otherwise stated elsewhere in the Contract Documents.

The Contractor shall prevent all damage to installations such as: pipes, conduits, wires, cables or structures above or below ground; he shall ascertain from the owner of said utilities or installations any special construction methods or precautions which should be employed while working in proximity to same. No land monuments, property markers,

or official datum points shall be damaged or removed until an authorized agent approved by the Owner has witnessed or otherwise referenced their location and approved their removal.

The Contractor shall so control his operations as to prevent damage to trees and shrubs, which are to be preserved. Tree protection shall be in accordance with the Appendix. Payment for this item shall be by Lump Sum.

b. Surface Preparation (SY): Included in this item shall be the excavation, removal and proper disposal of existing material to the horizontal and vertical limits indicated or as directed by the Engineer and required for the new work. The exposed subgrade shall be graded and compacted in accordance with DOT Form 816 Section 2.09 with a final compacted subgrade surface tolerance within $\frac{3}{4}$ inch of the required grade as confirmed by the Engineering Division. The sawcutting and removal of existing pavement, and the temporary removal, storage and replacement of mailboxes, paper boxes, ornamental structures, fences, paving or walkway stones, small trees and shrubs and the like which conflict with the alignment and where required, and the resetting to new grade of manhole covers, gas and water gates to new grade shall be included in the unit price bid for surface preparation. Payment for this item shall be per square yard (SY) of trenching or subgrade prepared and accepted. No payment for work outside the limit of construction.

c. Bituminous Trench Repair (SY): Included in this item shall be the saw cutting, excavation, removal and proper disposal of existing material to the horizontal and vertical limits indicated or as directed by the Engineer and required for the new work. The exposed subgrade shall be graded and compacted in accordance with DOT Form 816 Section 2.09 with a final compacted subgrade surface tolerance within $\frac{3}{4}$ inch of the required grade as confirmed by the Engineering Division. The sawcutting and removal of existing pavement, installation of 6-inch thickness of bank run gravel, installation of 8-inch thickness of processed stone and installation of 2 inch Class I Bituminous Concrete binder course and installation of 2 inch Class II Bituminous Concrete surface course. Payment for this item shall be per square yard (SY) of bituminous trench prepared and accepted.

d. Trench Rock/Earth Excavation below grade/outside limits (CY): This item is to make allowance for removal of rock encountered in the limits of trench excavation, for additional excavation ordered below or outside the limit of work for adjustment of grade or replacement of unsuitable material, as solely determined by the Engineer. The unit price shall include disposal of unsuitable material and replacement with bank run gravel compacted to 95% of maximum dry density in accordance with ASTM D1557 Method C. Measurement and payment shall be per cubic yard (CY) compacted in place.

Trench Rock excavation shall include removal of rock in definite ledge formation or boulders in excess of $\frac{1}{2}$ cubic yard volume which are not suitable, removed by suitable shovel or excavator without drilling, blasting, barring or wedging. Horizontal and vertical pay limits shall not exceed pipe OD + 2 feet horizontally, or 18" below pipe invert vertically. Measurement and payment shall be per cubic yard (CY) of rock excavated.

e. Installation of 6" Bituminous Concrete Curbing with Backfill (LF): Included in this item shall be the furnishing and placing of a 6 inch machine laid bituminous concrete curb in accordance with DOT Form 816. Also included in this item is the back filling of the curb with acceptable fill material to within four (4) inches of top finish grade to allow for future topsoil and seeding. Payment shall be per linear foot (LF) completed backfilled and accepted.

f. Reconstruction of Driveways /Aprons (SF): Existing and new driveway aprons shall be reconstructed following roadway pavement or as directed by Town representative. The horizontal extent of driveway apron reconstruction shall be determined by Town representative and final grades staked by Engineering Division. The work shall include removal and disposal of existing material, installation of 6-inch thickness of processed stone and installation of 2 inch Class II Bituminous Concrete surface course. Also included in this item shall be saw cutting to match joints with existing, asphalt tack joint sealer, and temporary placement and removal of ramping (lumber or

other means approved by the Town) to allow access during construction. Payment for this item shall be per square foot (SF) of driveway reconstruction completed and accepted.

g. Loam, Fertilize, Seed and Mulch (SY): A minimum of 4 inches of compacted screened topsoil shall be placed on disturbed areas and graded to drain to the new basins per the plan. Existing on site topsoil must be screened to be utilized. This work shall be in accordance with DOT Form 816. Payment shall be per square yard (SY) of area topsoil, fertilized seeded and mulched. Seed shall meet requirements of DOT Form 816 Section M 13.04.

h. Erosion and Sedimentation Control System (LS): Included in this item is the furnishing and installing, and maintenance and replacement as necessary during construction of the sediment control plan of minimum as described herein, and specifically as indicated on the plans, including but not limited to furnishing and installing a construction entrance anti tracking pad, silt fence along down stream slopes, hay bale check dams around drainage inlets and temporary mulching of stockpile areas. Payment for this item shall be Lump Sum (LS).

i. 2' X 2' Precast Concrete Yard Drain (EA): Included in this item is the furnishing and installing of United Concrete precast concrete 2' X 2' yard drains or equal and inlets of size and type noted on the plans, with cast iron frame and grate, including all labor, tools, material, and equipment to properly perform the work in accordance with DOT Form 816 and manufacturer's installation instructions. Payment shall be per each (EA) of size and type indicated on the bid form, completed and accepted.

j. ADS N-12 HDPE Pipe, solid and perforated (LF): Included in this item is the excavation, labor, materials, bedding and backfill and equipment necessary to install storm drainage pipe and underdrain pipe, on minimum 6 inch stone bedding, of size and type as shown on the plans, all in accordance with the manufacturer's specifications, DOT Form 816 and Town Specifications. Plastic pipe shall be perforated corrugated ADS N-12 smooth interior pipe as indicated on the plans. The curtain drain trench walls shall be lined with filter fabric, Mirafi 140N or equal, over-lapping all seams by 1 foot. Backfill shall be ½ to 1 inch crushed stone. Payment shall be per linear foot (LF) of pipe laid, completed and accepted. Backfill shall be per manufacturer's specifications and placed in lifts to achieve 95% maximum dry density. The cost of connecting new to existing work shall be included in the unit price bid for this item.

k. 6" ADS Standard Corrugated Pipe Roof Drain w/cleanouts (LF): Included in this item is the excavation, labor, materials, bedding, backfill and equipment necessary to install 6" ADS standard corrugated storm drainage pipe with cleanouts, on minimum 6 inch stone bedding, as shown on the plans, all in accordance with the manufacturer's specifications, DOT Form 816 and Town Specifications. Backfill shall be compacted bank run gravel to 4" below finished grade, placed in lifts to achieve 95% maximum dry density. Payment shall be per linear foot (LF) of pipe laid, completed and accepted. The cost of connecting new to existing work shall be included in the unit price bid for this item.

l. Installation of Precast Concrete Catch Basins and Manhole (EA): Included in this item is the furnishing and installing of catch basins, catch basin tops, manhole, manhole top, frames, grates and drop inlets of size and type noted on the plans, including all labor, tools, material, and equipment to properly perform the work in accordance with DOT Form 816. Payment shall be per each (EA) of size and type indicated on the plans, completed and accepted.

m. Test Pits (CY): The storm sewer route as designed has minimum cover and is subject to modification due to field conditions. The contractor shall call "Call Before You Dig" to have all utilities, including laterals, painted out where storm sewer construction is proposed. The contractor shall then excavate all of the test pits shown on the plans or as ordered by the Engineer and patch the road. The Engineer will take elevations on potential obstructions uncovered by test pit and modify the design as required. The bid item test pits will include backfill and a temporary 2" bituminous patch set as soon as elevations are taken unless otherwise permitted by the Engineer. After the test pits

are complete the Engineer may revise the profile within five (5) working days. The contractor may not be able to work during this period. No claim for delay or extra work may be made by the contractor. Payment for this item shall be per cubic yard of test pits (CY), completed and accepted.

n. Relocation of Utility Services (EA): The contractor is notified by this specification and his attention is called to the plans that the proposed storm sewer may cross mains and laterals of utilities. Some of these may interfere with the alignment of the proposed storm sewer. Test pits are called for on the plans for mains but not for laterals. The contractor will encounter laterals requiring relocation and he will be required to relocate them. Said location will be paid for on a time and materials basis under the allowances for the work. The contractor will not be compensated for any delay this relocation may require. Payment shall be per each house service (water or gas) lateral relocation (EA) of size and type indicated on the bid form, completed and accepted.

o. Reset Slate/Brick Sidewalks (SF): Included in this item shall be the removal, storage and resetting of existing slate and brick sidewalks, and furnishing and installing new slate or brick, where necessary, on 6 inch gravel subbase and 1 ½" sand leveling base, where indicated on the plans, and installed in accordance with Town specifications. Payment is per square foot (SF) of sidewalk completed and accepted.

p. Police for Traffic Control (Man-hour): The Contractor shall schedule, coordinate and pay for uniformed policemen for traffic control for work within Town streets. Police may be arranged by calling 721-2923. Charges related to Contractor's failure to prepare, schedule police will be at Contractor's sole expense. Measurement and payment will be per man-hour.

q. Roof Leader/Downspout Connection to Storm Drainage System (EA): Included in this item is the labor, materials, and equipment necessary to connect the roof leaders to the yard drains or the 6" PVC roof drainage pipe with cleanout to grade, as shown on the plans, all in accordance with manufacturer's specifications, DOT Form 816 and Town Specifications. Plastic pipe shall be schedule 40 PVC smooth interior pipe as indicated on the plans. Payment shall be per each roof leader connection (EA), completed and accepted.

III. ADDITIONAL REQUIREMENTS

1. Questions Relating to Specifications

Any request from prospective bidders for interpretation of meaning of contract drawings, specifications or other contract documents shall be made in writing to Director of Public Works, Town of Wethersfield, Town Hall, 505 Silas Deane Highway, Wethersfield, Connecticut. Requests must be received at least seven (7) days prior to date fixed for opening of Proposals to be given consideration. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of Contract. Not later than four (4) days prior to date fixed for opening of Proposals, Addenda will be mailed to all persons who obtained Contract Documents. Failure of any bidder to receive any such Addenda shall not relieve bidder from any obligation under his Proposal as submitted.

2. Site Examination

At date and time fixed for opening of Bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract, has satisfied himself as to actual conditions, requirements, and quantities of work and has read and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications and Addenda.

3. Inspection of Work

All materials and each part of detail of work shall be subject at all times to inspection by the Engineer or his representative, and Contractor will be held strictly to true intent of specifications in regard to quality of materials, workmanship, and diligent execution of contract. Material furnished under these specifications is subject to such

inspection. Engineer or his representative shall be allowed access to all parts of work and shall be furnished such information and assistance by Contractor as is required to make a complete and detailed inspection.

4. Disposal of Materials

The Contractor at his sole cost shall be responsible for removal and proper disposal of all excess material.

5. Traffic Control

All traffic control procedures to protect the work area, including but not limited to signs, barriers, drums, cones, flagmen and uniformed directors, shall be approved by the Town of Wethersfield Police Division and shall meet the requirements of the "Manual on Uniform Traffic Control Devices", 2000 Edition. All traffic control devices shall be supplied, installed and maintained by the contractor. During construction work, any hazards left overnight shall be identified with lighted barricades. There will be no direct payment for this work but the costs shall be included in the unit prices Bid for the various items of work.

6. Provisions for Access

The work shall be constructed to allow for passage of one lane of through traffic at all times and clear access drive to all the homes. Hours of operation are limited to 7:30 a.m. to 4:00 p.m. upon completion of each day's work; the access roads shall be open to two-way traffic. No weekend work or work outside the hours specified is allowed unless previously approved by Town Engineer. If allowed, the contractor agrees to pay all costs associated with provision of Town inspector at applicable overtime rates.

7. Safety

All work done and equipment installed shall comply with all pertinent OSHA, Federal, State, and Local Regulations. The contractor shall maintain safety measures at all times when a hazard or hazards exist in or around the work area. The contractor shall implement additional safety measures as directed by the Town's representative or by other State, Federal, or Local authorities at no additional cost to the town. **NOTE:** If, at any time, the Town of Wethersfield must install or provide labor, equipment, or materials, in order to eliminate a safety hazard due to activity related to this contract, the Contractor shall be billed by the Town for such services. See also **Traffic Control**.

8. Utilities

The Contractor shall contact the respective utility companies including "CALL BEFORE YOU DIG" and must be especially careful not to disturb or break existing manholes, catch basins, valve boxes, castings, utilities or services. The Contractor is solely responsible for any monetary charges made by a Utility Company for repair or replacement of damaged utilities, castings, or for any damage to his own equipment.

9. Permits

All Permits and Licenses necessary for prosecution of work including general excavation permit shall be secured by Contractor. Contractor is responsible for contacting "Call Before You Dig". However, the Town shall waive any Town fees associated with permits and licenses for this project.

10. Contract Funds

Money for this contract has been provided through the Capital Improvements Budget and authorized by the Wethersfield Town Council. Should funds prove insufficient, alternate funding sources or reductions in project scope will be implemented by the Town.

11. Construction Scheduling A schedule of construction operations shall be submitted to the Town of Wethersfield for approval and shall include a flow chart of major work items and approximate lengths of time related to work items.

12. Noise Control/Hours of Operation - Appendix IV

The Town Ordinance entitled "Noise Control" included as an appendix, regarding noise and hours of operation, shall govern the contractor's operations.

**BID FORM
TOWN OF WETHERSFIELD, CONNECTICUT 06109**

**OLD ACADEMY MUSEUM,
150 MAIN STREET, STORM DRAIN IMPROVEMENTS**

Opening: 2:00 p.m., October 20, 2011

Town Hall
Finance Office – 2nd floor
505 Silas Deane Highway
Wethersfield, Connecticut 06109

In accordance with these Specifications, the undersigned agrees to supply the following:

<u>Item</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
a	Clearing & Grubbing	Lump Sum	<u>\$Lump Sum</u>	\$_____
b	Surface Preparation	270 SY	\$_____	\$_____
c	Bit. Trench repair over pipe	42 SY	\$_____	\$_____
d	Trench Rock/Earth Excav. Below grade/outside limits	10 CY	\$_____	\$_____
e	6" Bit. Lip Curbing	10 LF	\$_____	\$_____
f	Reconstruction Drive/Apron	140 SF	\$_____	\$_____
g	4" Loam, Fert., Seed, Mulch	165 SY	\$_____	\$_____
h	Erosion and Sediment Control System	Lump Sum	<u>\$ Lump Sum</u>	\$_____
i	2' x 2' Precast Concrete Yard Drain	3 EA	\$_____	\$_____
j1	12" ADS N-12 PVC pipe, perf.	30 LF	\$_____	\$_____
j2	12" ADS N-12 PVC pipe, solid	63 LF	\$_____	\$_____
j3	8" ADS N-12 PVC pipe, perf.	40 LF	\$_____	\$_____
j4	8" ADS N-12 PVC pipe, solid	15 LF	\$_____	\$_____
k	6" ADS standard corrugated roof drain pipe w/clean outs	10 LF	\$_____	\$_____
l	Precast Conc. CB's/Manhole	4 EA	\$_____	\$_____
m	Test Pit	15 CY	\$_____	\$_____
n	Relocation of Utility Service	1 EA	\$_____	\$_____
o	Reset Slate/Brick Sidewalks	75 SF	\$_____	\$_____
p	Police for Traffic Control	24 MH	\$_____	\$_____
q	Roof Leader/Downspout Connections	5 EA	\$_____	\$_____

TOTAL BASE BID \$_____

Work to start 10 days after receipt of a Purchase Order.

Terms: _____

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual or corporate.

Signature

Witness

Printed Name & Title of Signer

Date

Company Name

Phone

Company Address

Fax

Town/City State Zip

email address

FAIR EMPLOYMENT PRACTICES FOR QUALIFICATIONS OF BIDDERS
TOWN OF WETHERSFIELD, CONNECTICUT

THIS QUESTIONNAIRE ON FAIR EMPLOYMENT PRACTICES FOR THE QUALIFICATIONS OF BIDDERS IS PART OF THIS BID DOCUMENT AND MUST BE RETURNED WITH YOUR BID. FAILURE TO COMPLETE THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID. IT WILL BE NECESSARY TO SUBMIT THIS FORM ON AN ANNUAL BASIS IN ORDER FOR THE TOWN TO MAINTAIN AND UP-TO-DATE FILE ON YOUR PROGRESS IN EQUAL OPPORTUNITY EMPLOYMENT. AS REQUIRED BY FEDERAL AND STATE LAWS AND REGULATIONS, THE TOWN MAY REQUEST ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FROM YOU.

“FAIR” OR “EQUAL EMPLOYMENT” MEANS THE PRACTICE OF NOT DISCRIMINATING AMONG PERSONS ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR AGE.

THIS QUESTIONNAIRE WILL BE EVALUATED BY THE PURCHASING AGENT AND HIS RECOMMENDATIONS WILL BE A FACTOR IN DETERMINING WHETHER YOUR FIRM IS TO BE RETAINED ON THE TOWN’S BID LIST.

SECTION PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:

- A NAME OF FIRM _____
- ADDRESS _____
- TELEPHONE NUMBER _____
- NATURE OF BUSINESS _____
- NUMBER OF FULL TIME EMPLOYEES _____
- PERSON FILLING OUT FORM _____
- TITLE _____

SECTION DO YOU HAVE A WRITTEN EQUAL EMPLOYMENT POLICY? YES___NO___

- B IF YES, PLEASE ATTACH COPY
- IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES___NO___

SECTION DO YOU HAVE A WRITTEN AFFIRMATIVE ACTION POLICY? YES___NO___

- C IF YES, PLEASE ATTACH COPY
- IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES___NO___

SECTION DO YOU UTILIZE AFFIRMATIVE ACTION IN EMPLOYMENT PRACTICES, SUCH AS ADVERTISING ALL POSITIONS WITH THE EQUAL OPPORTUNITY CLAUSE, MAKING SPECIAL EFFORTS TO RECRUIT MINORITY AND FEMALE JOB APPLICANTS AND REVIEWING JOB-TESTING PROCECURES TO ENSURE THAT NO DISCRIMINATORY BIASES EXIST.

D

SECTION PLEASE FILL OUT THE DATA REQUESTED IN THE FOLLOWING TABLE FOR ALL FULL-TIME EMPLOYEES OF YOUR ORGANIZATION. THE STATISTICS USED MUST BE NO OLDER THAN 3 MONTHS FROM THE TIME THIS BID IS SUBMITTED.

E

EMPLOYMENT STATUS AS OF _____

MALE

FEMALE

WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN	AMERICAN INDIAN	TOTAL MALE	WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN	AMERICAN INDIAN	TOTAL FEMALE
----------------------	----------------------	----------	-------	-----------------	------------	----------------------	----------------------	----------	-------	-----------------	--------------

OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES												
OFFICE & CLERICAL												
CRAFTSMEN SKILLED												
OPERATORS (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												

SECTION _____ NAME OF OFFICER OF FIRM _____

F _____ SIGNATURE OF OFFICER _____

DATE _____

**TOWN OF WETHERSFIELD
Department of Finance**

NON COLLUSIVE AFFIDAVIT OF PROPOSER

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Wethersfield to consider the proposal and make an award in accordance therewith.

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

Subscribed and sworn to me this ____ day of _____, 20____.

Notary Public
My Commission Expires

APPENDIX I

TOWN OF WETHERSFIELD

INSURANCE AND INDEMNITY REQUIREMENTS

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure the Contractor's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of Wethersfield. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Purchasing Agent, Town of Wethersfield, with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of Wethersfield written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of Wethersfield.

Such insurance or renewals or replacements thereof shall remain in force during the Contractor's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of Wethersfield of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage.

1. Contractor agrees to indemnify and save harmless the Town from loss, expense, damage or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following:
 - a. The furnishing and paying for all necessary permits, licenses and inspection fees as called for in the plans, specifications and addenda as being his responsibility.
 - b. The payment of all royalty and license fees and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by the Contractor.
 - c. The payment of any loss or damage arising from any defects in materials or workmanship for a period, and to the extent, as set forth in the plans, specifications and addenda, or for a period of one year from date of acceptance, whichever is greater.

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (11) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of its obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorneys fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding be brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon notice from the Town, shall protect and defend at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the Indemnitees, the Town

may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorneys fees and expenses.

2. The Contractor shall procure and maintain, at its own expense, the following insurance:
- a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.

- b. General Liability Insurance on an occurrence basis with minimum limits of:

\$1,000,000 Bodily Injury Per Occurrence

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

The Town shall be listed as an additional insured as regards both premise operations and products/completed operations.

Coverage shall include Broad Form Property Damage, Contractual Liability and Completed Operations coverage, Professional Liability where applicable and such other insurance as the Town may require. The Town requires that these aggregate limits be maintained by the Contractor as required. Contractors insurance shall be primary and non-contributory and include waiver of subrogation. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Wethersfield reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

- c. Auto Liability Insurance with minimum limits of:

\$1,000,000 Bodily Injury

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in force and the carrier shall notify the Town that the policies will not be canceled with less than 30 days written notice to the Contractor. Contractors Insurance shall be primary and non-contributory and include waiver of subrogation.

3. On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:

The Town of Wethersfield, The Wethersfield Board of Education (where appropriate), and its respective officers, agents and servants.

4. Professional Liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Council, Accountants, Actuaries, Agent of Record).

Additional Coverage and Limits may be required based upon the particular services contracted.

5. Property Insurance

- a. Town shall purchase and maintain property insurance upon the Work at the site of the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the Town, Contractor, Subcontractor and Engineer in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architect, attorney and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off site or in transit when such portions of the Work are to be included in an Applications for Payment.
- b. Town shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of the Town, Contractor, Subcontractors and Engineer in the Work, but only to the extent required by the Supplementary Conditions or by law.
- c. Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount shall be borne by the Contractor, and if Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at Contractor's own expense.
- d. If Contractor requests in writing that other special insurance be included in the property insurance policy, Town shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the site, Town will in writing advise Contractor whether such other insurance has been procured by the Town.
- e. The policies of insurance required shall contain a provision that in the event of payment for any loss under the coverage provided, the insurer will have no rights of recovery against any of the parties enumerated. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described.

6. Waiver of Rights: Town and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Town shall require similar waivers in writing from each Subcontractor; each such waiver will be in favor of all other parties enumerated.

7. Receipt and Application of Proceeds: Town as trustee shall have power to adjust and settle any loss with the insurers. Any insured loss under the policies of insurance shall be adjusted with Owner and made payable to Town as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Town shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

Other Conditions

Claims Made Coverage Guidelines - General or Professional Liability

BID #2011-09

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits.
2. Advance of any retroactive dates.
3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Wethersfield is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a surety issuing any such shall become unsatisfactory to the Town, the Bidder shall promptly obtain a new policy, submit same to the Purchasing Agent for approval and submit a certificate thereof as hereinabove required. Upon the failure of the Bidder to furnish, deliver or maintain same, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Bidder in the above shall not relieve same from any/all liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.

In the event that claims in excess of these amounts are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Bidder until such time as the Bidder shall furnish such additional security covering such claims as may be determined by the Town.

Note: Proof of insurance in accordance with these specifications must accompany bid submission.

APPENDIX II

ORDINANCE PROVIDING FOR LOCAL PREFERENCE

TOWN BASED BUSINESS

The term “town based business” shall mean a business with a principal business located within the Town of Wethersfield. A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Wethersfield. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than ten (10) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than ten (10) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Wethersfield, may result in your disqualification as a local vendor and ineligibility for contract award.

RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

APPENDIX III

AFFIDAVIT PURSUANT TO THE
ORDINANCE PROVIDING FOR LOCAL PREFERENCE

(It is not necessary to submit this form unless you are a Wethersfield Town-based Business)

The undersigned, being duly sworn, disposes and says as follows:

- 1. That he/she is over the age of eighteen (18) years of age;
- 2. That he/she believes in and understands the obligations of an oath;
- 3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Wethersfield’s Ordinance Providing for Local Preference.

Name of Local Bidder
(Please Print)

Date

Signature of Local Bidder

Appendix IV

Chapter 105 NOISE CONTROL

- § 105-1 Title
- § 105-2 Purpose
- § 105-3 Definitions
- § 105-4 Noise Measurement Procedures
- § 105-5 Noise Levels
- § 105-6 Background and Impulse Noise
- § 105-7 Exceptions
- § 105-8 Vehicle Noise Restrictions
- § 105-9 Penalties For Offenses
- § 105-10 Variances
- § 105-11 More Stringent Provisions to Apply

[HISTORY: Adopted by Town Council of the Town of Wethersfield as Secs. 3-4-1 through 3-4-12 of the Code of 1972 Section 105-3 amended at time of adoption of Code; see Ch. 1, General Provisions, Art. II. Other amendments noted where applicable.]

GENERAL REFERENCES

Noise to attract sales – See Ch. 116.

§ 105-1 Title

The short title of this chapter shall be the “Town of Wethersfield Noise Control Ordinance”.

§ 105-2 Purpose

It is recognized that people have a right to and should be ensured an environment free from excessive sound and vibration that may jeopardize their health, safety or welfare or degrade the quality of their lives. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Wethersfield through the reduction, control and prevention of noise.

§ 105-3 Definition

1. **BACKGROUND NOISE** – Noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable. In statistical terms, it is the level which is exceeded ninety (90%) of the time (L90) in which the measurement is taken.
2. **BUSINESS ZONE:** - Those areas so designated under Business Zone No. 1 (B-1), Business Zone No. 2 (B-2), Planned Development – Office Zone (PD-O) and Planned Development – Business Zone – (PD-B) of the Zoning Regulations of the Town of Wethersfield.
3. **CHIEF OF POLICE** – The Chief of Police of the Town of Wethersfield or a duly authorized officer subject to his order.
4. **CONSTRUCTION** – The assembly, erection, substantial repair, alteration, demolition or site preparation for or of public rights-of- way, buildings or other structures, utilities or property.
5. **CONSTRUCTION EQUIPMENT** – Any equipment or device operated by fuel or electric power used in construction or demolition work.
6. **DAYTIME HOURS** – The hours between 7:00 a.m. and 10:00 p.m. Monday through Saturday and the hours between 9:00 a.m. and 10:00 p.m. on Sunday.
7. **DECIBEL** – A unit of measurement of the sound level, the symbol for which is “db.”
8. **DEMOLITION** – Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of way surfaces or similar property.
9. **DOMESTIC POWER EQUIPMENT** – Includes but not limited to power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.
10. **EMERGENCY VEHICLE** – Any motor vehicle authorized by any local authority to have sound warning devices, such as sirens and bells, which can lawfully be used when responding to an emergency.
11. **EMERGENCY WORK** – Work made necessary to restore property to a safe condition following an emergency or work required to protect persons or property from exposure to imminent changes.

12. EXCESSIVE NOISE – Any sound, the intensity of which exceeds the standards set forth in §105-5.
13. IMPULSE NOISE – Sound of short duration, usually less than one (1) second, with an abrupt onset and rapid delay.
14. INDUSTRIAL ZONE – Those areas so designated under the Industrial Zone (I) and Industrial Park Zone (IP) of the Zoning Regulations of the Town of Wethersfield.
15. INTRUSION ALARM – A device with an audible signal and which, when activated, indicates an intrusion by an unauthorized person.
16. MOTOR VEHICLE – A vehicle as defined in Subdivisions (30) and (31) of Section 14-1, Connecticut General Statutes, Revision of 1958, as amended.
17. MUFFLER – A device for abating sound such as escaping gases.
18. NIGHTTIME HOURS – The hours between 10:00 p.m. and 7:00 a.m. Sunday evening through Saturday morning and between 10:00 p.m. and 9:00 a.m. Saturday evening through Sunday morning.
19. NOISE LEVEL – The sound-pressure level as measured with a sound-level meter using the A-weighting network. The sound level is designated “db(A)” or “db(a)”.
20. PERSON – Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.
21. PREMISES – Any building, structure, land or portion thereof, including all appurtenances, owned or controlled by a person. A noise emitter’s premises including contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.
22. PROPERTY LINE – That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned and controlled by another person and which separates real property from the public right-of-way.
23. PUBLIC RIGHT-OF-WAY – Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a government entity.
24. RECREATIONAL VEHICLE – Any internal-combustion-engine-powered vehicle which is being used for recreational purposes.
25. RESIDENTIAL ZONES – Those areas so designated under Special Resident Zone (SR), AA Residence Zone, A-1 Residence Zone, A Residence Zone, B Residence Zone, C Residence Zone, Planned Development – Medium Density Residence Zone (PD-MDR), Planned Development – High Density Residence Zone (PD-HDR) and Planned Development – Elderly Housing Zone (PD-EH) of the Zoning Regulations of the Town of Wethersfield.
26. SOUND – A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including but not limited to an auditory response when impinging on the ear.
27. SOUND LEVEL METER – An instrument used to measure sound levels. A “sound-level-meter” shall conform, as a minimum, to the American National Standards Institute operational specifications for sound level meters §1.4-1971 (Type S2A).
28. SOUND-PRESSURE LEVEL – Twenty (20) times the logarithm to the base 10 of the ratio of the pressure of a sound to the reference pressure of a sound to the reference pressure of twenty (20) micronewtons per square meter (20x10⁶ newtons/meters²) or two ten-thousandths (0.0002) dyne per square centimeter, and is expressed in decibels (db).

§ 105-4 Noise Measurement Procedure

For the purpose of determining noise levels as set forth in this chapter, the following guidelines shall be applicable.

- A. A person conducting sound measurements shall have been trained in the techniques and principles of sound-measuring equipment and instrumentation.
- B. Instruments used to determine sound-level measurement shall be sound-level meters as defined in this chapter.
- C. The following steps should be taken when preparing to take sound level-measurements:
 1. The instrument manufacturer’s specific instructions for the preparation and use of the instrument shall be followed.
 2. Measurements to determine compliance with § 105-5 shall be taken at a point that is located more or less (1) foot beyond the property line of the noise emitter’s premises and within the noise receptor’s premise.
 3. The recommended practices for determining statistical noise levels shall be those as outlined in the document entitled “Connecticut Noise Survey Data Form No. 101”.

§ 105-5 Noise Levels

It shall be unlawful for any person to emit or cause to be emitted any noise beyond the property lines of his/her premises in excess of the following noise levels:

Zone in Which Noise Receptor is Located

Zone in Which Noise Emitted is Located	Industrial [db(A)]	Business [db(A)]	Residential	Residential
			Daytime Hours[db(A)]	Nighttime Hours[db(A)]
Industrial	70	66	61	51
Business	62	62	55	45
Residential	62	55	55	45

§ 105-6 Background and Impulse Noise

- A. In those individual cases where the background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five (5) db(A), provided that no source subject to the provisions of this chapter shall emit noise in excess of eighty (80) db(A) at any time and provided that this section does not decrease the permissible levels of other sections of this chapter.
- B. No person shall cause or allow the emission of impulse noise in excess of eighty (80) db peak sound-pressure level during nighttime hours to any residential zone.
- C. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) db peak sound-pressure level at any time to any zone.

§ 105-7 Exceptions

- A. This chapter shall not apply to noise emitted by or related to:
 - 1. Natural phenomena.
 - 2. Any bell or chime from any building clock, school or church.
 - 3. Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation.
 - 4. A public emergency sound signal.
 - 5. Warning devices required by the Occupational Safety and Health Administration or other state or federal safety regulation
 - 6. Farming equipment or farming activity.
 - 7. An emergency.
 - 8. Snow removal equipment.
- B. The following shall be exempt from this chapter, subject to special conditions as specified.
 - 1. Noise generated by construction equipment which is operated during daytime hours, provided that the operation of construction equipment during nighttime hours shall not exceed the maximum noise levels as specified in § 105-5.
 - 2. Noise from domestic power equipment operated during daytime hours.
 - 3. Noise from demolition work conducted during daytime hours, provided that when considered emergency work, demolition shall be exempted at all times from the noise levels set in this chapter.
 - 4. Noise created by any aircraft flight operations which are specifically preempted by Federal Aviation Administration.
 - 5. Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the town, including but not limited to parades, sporting events, concerts and fireworks displays.
 - 6. Noise created by blasting other than that conducted in connection with construction activities shall be exempted, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. local time, at specified hours previously announced to the local public and provided that a permit for such blasting has been obtained from local authorities,
 - 7. Noise created by leaf, refuse and solid waste collection, provided that the activity is conducted during the hours specified in this Code or, if no hours are specified or are specifically prohibited, then during daytime hours. [Amended 9-7-1993]

8. Noise created by fire or intrusion alarm shall, from time of activation of the audible signal, emit noise for a period of time not exceeding ten (10) minutes when such alarm is attached to a vehicle or thirty (30) minutes when attached to any building or structure.
9. Public-address systems used in election campaign activities during daylight hours only.

§ 105-8 Vehicle Noise Restrictions

The following activities are prohibited:

- A. Motor vehicle noise. All motor vehicles operated within the limits of the Town of Wethersfield shall be subject to the noise levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.
- B. Motor vehicle sound-amplifying devices. No sound-amplifying devices on or within motor vehicles shall emit noise in excess of the noise levels as specified in §105-5.
- C. Recreational vehicles noise. No person shall create or cause to be created any unreasonably loud or disturbing noise due to the operation of a recreational vehicle. A noise shall be deemed to be unreasonably loud and a violation of this chapter when the noise so generated exceeds the noise level standards set forth in §105-5.

§ 105-9 Penalties For Offenses

Any person in violation of any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed fifty dollars (\$50). Each day that such violation continues after the time for correction of the violation given in an order shall constitute a continuing violation, and the amount of the fine shall be doubled for each day said violation continues, said fine not to exceed four hundred dollars (\$400) per day.

§ 105-10 Variances

- A. Any person living or doing business in Wethersfield may apply to the Chief of Police for a variance from one (1) or more of the provisions of this chapter which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of noise, provided that the applicant supplies all of the following information to the Chief of Police at least twenty (20) days prior to the start of the activity for which the variance is sought:
 1. The location and nature of the activity
 2. The time period and hours of operation of said activity.
 3. The nature and intensity of the noise that will be generated.
- B. No variance from this chapter shall be granted unless it has been demonstrated that:
 1. The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations;
 2. The noise levels generated by the proposed activity will not constitute a danger to the public health; and
 3. Compliance with this chapter constitutes an unreasonable hardship on the applicant.
- C. The application for a variance shall be reviewed and approved or rejected at least five (5) days prior to the start of the proposed activity. Approval or rejection shall be made in writing and shall state the condition(s) of approval, if any, or the reason(s) for rejection.
- D. Failure to rule on an application within the designated time shall constitute approval of the variance.

§ 105-11 More Stringent Provisions to Apply

All provisions of the Zoning Regulations of the Town of Wethersfield which are more stringent than those set forth herein shall remain in force. If, for any reason, any word, clause, paragraph or section of this chapter shall be held to make the same unconstitutional or be superseded by any State laws or regulations, this chapter shall not thereby be invalidated, and the remainder of the chapter shall continue in effect.

TOWN OF WETHERSFIELD
Purchasing Office
505 SILAS DEANE HIGHWAY
WETHERSFIELD, CT 06109

“NO BID” RESPONSE

Name of Bid/RFP/RFQ: _____

Date of Bid Opening: _____

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes _____ No _____

Company name _____

Mailing address _____

Phone _____ Fax _____ Email _____

Your name _____ Date _____

This may be mailed, faxed, or e-mailed back to us at:

Town of Wethersfield
Attn: Purchasing Office
505 Silas Deane Highway
Wethersfield, CT 06109
Fax: 860 721-2997
E-mail: tammy.ohanesian@wethersfieldct.com

Thank you for your response.